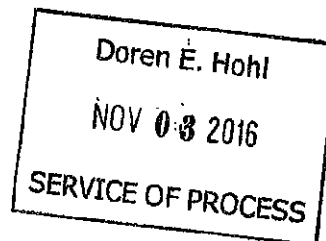


FILED IN MY OFFICE  
DISTRICT COURT CLERK  
9/21/2016 2:00:50 PM  
James A. Noel  
Patricia Serna

SECOND JUDICIAL DISTRICT COURT  
COUNTY OF BERNALILLO  
STATE OF NEW MEXICO



ANTHONY and RACHEL PEREA,

Plaintiffs,

v.

CASE NO.: D-202-CV-2016-05799

FARMERS INSURANCE COMPANY,

Defendant.

**COMPLAINT FOR UNINSURED MOTORIST  
COVERAGE AND BAD FAITH**

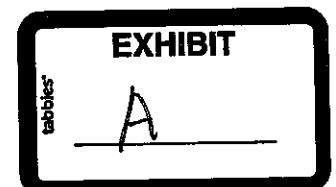
\_\_\_\_ COMES NOW the Plaintiff's, Anthony and Rachel Perea, by and through their attorney

Stephen F. Lawless, PA (Stephen F. Lawless), and for their cause of action hereby states;

1. Anthony and Rachel Perea are residents of the City of Albuquerque, County of Bernalillo and State of New Mexico.
2. Upon information and belief Farmers Insurance Company is a corporation providing insurance and insurance coverage in the County of Bernalillo and State of New Mexico.
3. That Anthony and Rachel Perea were insured through Farmers Insurance Company, Policy No. 0189028083, offering them among other things damages incurred by an uninsured motorist.

**COUNT I**

4. On the 2<sup>nd</sup> of October 2015, Plaintiffs were driving on Unser with Anthony Perea driving and Rachel Perea as a passenger.



5. However, at that time an unknown vehicle was road raging with regard to Plaintiff Anthony Perea and swerved in front of him and slammed on his brakes on purpose causing the Perea vehicle to come to an abrupt stop, causing an accident with the vehicle directly behind him when that vehicle was unable to stop and crashed into the Perea vehicle.
6. The actions of the unknown motorist were intentional and the attempt to cause an accident was intentional as well.
7. Because the name, address and owner of the unknown vehicle that road raged and caused the accident were unknown, Plaintiffs claimed against their insurance company under Uninsured Motorist Coverage for damages that resulted in the accident.
8. The Plaintiff Rachel Perea suffered injuries to head, neck, back and possible dislocated hip and required treatment including a TBNS Unit and medical bills totaling \$10,158.00.
9. The Plaintiff Anthony Perea also suffered neck, back, thorax, lumbar, shoulder, left humerus and endured electronic stimulation, trigger point injections and cryo therapy and his medical bills total \$10,100.00.
10. Plaintiffs made claim against their uninsured coverage under their policy or policies for coverage, for compensatory damages against the uninsured driver, for punitive damages because of the intentional nature of the act, for lost wages, for pain and suffering and for other damages.
11. The Defendant Farmers refused to negotiate or in anyway settle the claim on behalf of the uninsured motorist claiming that the only fault involved in this case was that of the person who was unable to stop behind the Perea vehicle.

12. Plaintiff states that the original cause of the accident was, in fact, the uninsured motorist road raging and pulling directly in front of Plaintiffs and abruptly stopping, causing the accident itself.

13. The Defendant is liable under their policy for the acts of the uninsured motorist and is liable for compensatory and punitive damages under their policy.

WHEREFORE Plaintiff's pray judgment against the Defendant uninsured motorist company for failure to pay compensatory and punitive damages and other such damages as it were incurred by the Plaintiffs.

#### **COUNT II**

14. Plaintiff realleges and restates the allegations of COUNT I.

15. The actions of the Defendant in refusing to settle, refusing to pay punitive damages and refusing to negotiate or attempt to settle this matter constitute bad faith.

16. Because of the bad faith Plaintiffs have been required to file suit, to obtain an attorney and to proceed with a court case together with losses as a result of the accident.

Wherefore prays judgement against the Defendant for bad faith damages, punitive damages and compensatory damages and such other and further relief as the court may deem just and proper.

#### **COUNT III**

17. Plaintiff realleges and restates the allegations of COUNT I and II.

18. The actions of the Defendant Farmers were bad faith and in violation of New Mexico statutes including NMSA 1-059(A)-16-20, et seq. and constitute bad faith in that; (1) Defendant violated a covenant of good faith and fair dealing which

required the insurance company to act honestly and in good faith in performance of their contract, giving equal consideration to their own interest and the interest of their policy holder; and (2) The insurance company did not attempt in good faith to effectuate prompt, fair and equitable settlement of their insured's claim in which liability became reasonably clear.

19. The Plaintiffs and the insured knowingly committed these acts in such frequency to indicate a general business practice engaged in these actions.
20. As a result of the violation of the Unfair Trade Practices in Insurance Act 59(A)-16-20), Defendants were damaged in failing to attempt to settle the case involving an uninsured motorist, leading to time lost, pain and suffering, attorney fees, costs and such other and further relief as the court may deem just and proper.

Wherefore Plaintiffs pray judgment against the Defendant Insurance Company for compensatory damages, punitive damages and for such other relief as the court may deem just and proper.

Respectfully submitted,

"Electronically Filed"

/s/ Stephen F. Lawless

Stephen F. Lawless, PA

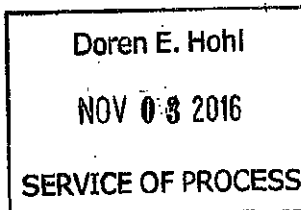
Attorney for Plaintiffs

201 Third Street NW, Suite #500

Albuquerque, NM 87102

505-247-1401

**SECOND JUDICIAL DISTRICT COURT  
COUNTY OF BERNALILLO  
STATE OF NEW MEXICO**



**ANTHONY and RACHEL PEREA,**

**Plaintiffs,**

**v.**

**CASE NO.: D-202-CV-2016-05799**

**FARMERS INSURANCE COMPANY,**

**Defendant.**

**SUMMONS ON THE COMPLAINT**

**TO: Farmers Insurance Company  
c/o Office of Superintendent of Insurance  
PO Box 1689  
Santa Fe, NM 87504-1689**

**GREETINGS:**

You are hereby directed to serve a pleading or motion in response to the complaint within thirty (30) days after service of this amended summons, and file the same, all as provided by law.

You are notified that, unless you serve and file a responsive pleading or motion, the plaintiff will apply to the court for the relief demanded in the complaint.

**ATTORNEY OR ATTORNEYS FOR PLAINTIFF: STEPHEN F. LAWLESS, PA (STEPHEN F. LAWLESS)**

**ADDRESS OF ATTORNEYS FOR PLAINTIFF: (OR OF PLAINTIFF, IF NO ATTORNEY)  
201 THIRD STREET NW, SUITE 500 ALBUQUERQUE, NEW MEXICO 87102**

**WITNESS THE HONORABLE VICTOR LOPEZ, DISTRICT JUDGE OF THE SECOND JUDICIAL  
DISTRICT COURT OF THE STATE OF NEW MEXICO, AND THE SEAL OF THE DISTRICT COURT OF  
SAID COUNTY, THIS \_\_\_\_\_ DAY OF 10/25/2016, 2016.**



**JAMES A. NOEL  
CLERK OF THE DISTRICT COURT**

By:   
Cathy Chavez, Deputy

STATE OF NEW MEXICO       )  
  )  
COUNTY OF BERNALILLO    )       ss.

I, being duly sworn, on oath, say that I am over the age of 18 years and not a party to this lawsuit, and that I served the within Summons in said County on the \_\_\_\_ day of \_\_\_\_\_, 2016, by delivering a copy thereof, with copy of Complaint attached, in the following manner:

(check one and fill in appropriate blanks)

- ☐ [to Defendant, \_\_\_\_\_, (used when Defendant receives copy of Summons or refuses to receive Summons)]
- ☐ [to \_\_\_\_\_, a person over fifteen (15) years of age and residing at the usual place of abode of Defendant, \_\_\_\_\_, who, at the time of such service was absent therefrom].
- ☐ [by posting a copy of the Summons and Complaint in the most public part of the premises of Defendant, \_\_\_\_\_, (used if no person found at dwelling house or usual place of abode.)]
- ☐ [to \_\_\_\_\_, an agent authorized to receive service of process for Defendant, \_\_\_\_\_.]
- ☐ [to \_\_\_\_\_, (parent) (guardian) of Defendant, \_\_\_\_\_, (used when Defendant is a minor or an incompetent person.)]
- ☐ [to \_\_\_\_\_ (name of person), \_\_\_\_\_ (title of person authorized to receive service) (used when Defendant is a corporation or association subject to a suit under a common name, a land grant board of trustees, the State of New Mexico or any political subdivision.)]

Fees:

\_\_\_\_\_  
Signature of Person Making Service

\_\_\_\_\_  
Title (if any)

Subscribed and sworn to before  
me this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Judge, Notary or Other Officer  
Authorized to Administer Oaths

Official Title: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

\*If service is made by the sheriff or a deputy  
sheriff of a New Mexico county, the signature  
of the sheriff or deputy sheriff need not be  
notarized.

STATE OF NEW MEXICO  
**OFFICE OF SUPERINTENDENT OF INSURANCE**

Mailing Address: P.O. Box 1689, Santa Fe, NM 87504-1689

Physical Address: 1120 Paseo de Peralta, Room 428, Santa Fe, NM 87501

Main Phone: (505) 827-4601; Main Fax (505) 827-4734; Toll Free: 1-855-4-ASK-OSI

[www.osi.state.nm.us](http://www.osi.state.nm.us)

**SUPERINTENDENT OF  
INSURANCE**

John G. Franchini – (505) 827-4299

**DEPUTY SUPERINTENDENT**

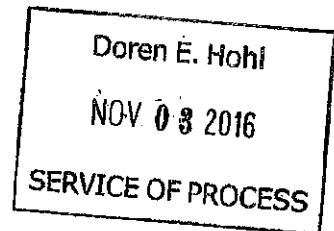
Robert Doucette – (505) 827-4439



**Service of Process**  
Room 432  
(505) 827-4241

October 31, 2016

Farmers Insurance Company of AZ  
Legal Division - Doren Hohl  
6301 Owensmouth Avenue  
Woodland Hills, CA 91367



Re: Anthony and Rachel Perea Vs Farmers Insurance Company,  
D202CV2016-05799

Dear Mr. President:

In accordance with the provisions of NMSA 1978, Sections 59A-5-31 & 59A-32, enclosed is a copy of a Notice and Receipt of Summons and Complaint, and Summons on the Complaint, to Defendant Farmers Insurance Company of Arizona, on the above styled cause, Service has been accepted on your behalf as of October 31, 2016.

Respectfully,

John G. Franchini, Superintendent

Enclosure

CERTIFIED MAIL 7012 3460 0003 1668 5574